

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-33 Perpetual Software Licenses Special Item No. 132-34 Maintenance of Software Special Item No. 132-52 Electronic Commerce Services

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

Communications Software

Core Financial Management Software

Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

Operating System Software

Application Software

Electronic Commerce (EC) Software

Utility Software

Communications Software

Core Financial Management Software

Ancillary Financial Systems Software

Special Physical, Visual, Speech, and Hearing Aid Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

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SIN 132-34 - MAINTENANCE OF SOFTWARE

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does <u>NOT</u> include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D304 Internet Access Services

FPDS Code D399 Other Data Transmission Services, Not Elsewhere Classified – Except "Voice" and Pager

Services

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

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Contract Number: GS-35F-0325U

Period Covered by Contract: March 28, 2008 through March 27, 2013

General Services Administration Federal Acquisition Service

Pricelist Current Through Modification # PA-0007 dated September 12, 2012

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ online shopping service (www.FAS.gsa.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.FAS.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

[X] The Geographic Scope of Contract will be domestic and overseas delivery.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Orders:

SenSoft International, Inc. Attn: GSA Orders 8300 Boone Blvd., Suite 500 Vienna, VA 22182 USA

Remittance:

SenSoft International, Inc. Attn: GSA Remittance 8300 Boone Blvd., Suite 500 Vienna, VA 22182 USA

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(800) 228-7270 Technical Assistance (703) 453-9100 Ordering Assistance

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When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

AUTHORIZED DEALER:

Minburn Technology Group, LLC Mr. Tim Swann 10113 Minburn Street Great Falls, VA 22066

Phone: 703-946-6868 Fax: 703-738-7720

Email: tim.swann@minburntech.com

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: <u>07-130-4364</u> Block 30: Type of Contractor - <u>B. Other Small Business - Veteran Owned</u>

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 54-120-0053

- 4a. CAGE Code: 1FKF6
- 4b. Contractor has registered with the Central Contractor Registration Database.
- 5. FOB DESTINATION

6. **DELIVERY SCHEDULE**

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-33</u>	<u>30 days</u>
<u>132-34</u>	<u>30 days</u>
<u>132-52</u>	3 days

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract. Contact GSA-Contracts@sensoft.com

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: <u>0</u> % <u>30</u> days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity
- c. Dollar Volume
- d. Government Educational Institutions
- e. Other

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8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

|--|

- 10. SMALL REQUIREMENTS: The minimum dollar value of orders to be issued is \$68.
- 11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
 - a. The Maximum Order value for the following Special Item Number (SIN) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses Special Item Number 132-34 - Maintenance of Software

Special Item Number 132-52 - Electronic Commerce (EC) Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- b. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- c. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2. FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202) 619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FAS-370) (NOV 2001) 14.

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- Travel: The Contractor may be required to travel in performance of orders is sued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) <u>Certifications</u>, <u>Licenses and Accreditations</u>: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage (d) for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- Documentation/Standards: The Contractor may be requested to provide products or services in accordance (g) with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal (j) year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

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16. **GSA ADVANTAGE!**

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors'schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer:
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is http://www.gsaadvantage.gov/.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

- For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:
 - (1) Time of delivery/installation quotations for individual orders;
 - Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.
 - Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.
- b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. **OVERSEAS ACTIVITIES**

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Service	provided	worldwide	
SCIVICC	provided	WOIIUWIUC	

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.sensoft.com

The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order.

E-Mail: GSA-Contracts@sensoft.com

	(a) A copy of the authorization from the order (unless a copy was previously furnished to the l	-	contract
This ord	(b) The following statement: er is placed under written authorization from the terms and conditions of this order and those		•

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at http://www.core.gov.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **GUARANTEE/WARRANTY**

- Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-626-0284 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from <u>8am to 5pm Eastern</u>.

4. SOFTWARE MAINTENANCE

- a) Software maintenance as it is defined: Software Maintenance as a Product
 - Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAOs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT. IF APPLICABLE. SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

- The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of a. time.
- Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the b. Contractor.

- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.
- 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE: Not Applicable
- 7. TERM LICENSE CESSATION: Not Applicable
- 8. UTILIZATION LIMITATIONS (132-32, 132-33, AND 132-34)
- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. **SOFTWARE CONVERSIONS - (132-32 AND 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

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TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-52)

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

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5. STOP-WORK ORDER (FAR 52,242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services—Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection—Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

9. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

"Contractor" means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

"Contractor and its affiliates" and "Contractor or its affiliates" refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An "Organizational conflict of interest" exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor's or its affiliates' objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF EC SERVICES AND PRICING

Descriptions of SenSoft's EC Services: SenSoft provides GSA Advantage! Catalog Upload Services and Catalog Preparation Services to Federal Supply Schedule Contract holders and their authorized representatives. The "User" is a person authorized by the Contract holder to prepare and upload their pricelists, labor hour rates, service descriptions, and terms and conditions to the GSA Advantage! website. The SenSoft service converts information provided by the User into a format that can be reviewed on the Internet and then, on explicit approval by the User, SenSoft converts the information into the EDI format required by GSA and transmits that information to GSA or VA. The information provided by the User is translated into the catalog and text file formats supported on GSA Advantage! and delivered to GSA or VA for the User as the result of the use of this service.

(i) PRODUCT PRICE LIST UPLOADS - SELF SERVE

- SenSoft will provide reasonable support by on-line and toll-free telephone help desk; website help screens; and continual email communications.
- On-line/On-demand training is provided.
- On the SenSoft Order Form Menu, the Contractor will fill in and verify his Contract and contact information which are required by GSA Advantage!.
- The Contractor will enter the column letters into the SenSoft Order Form that correspond to data columns in his pricelist.
- The spreadsheet must be organized with the Contractor's product items in rows and the required GSA information in columns as described in ATTACHMENT A.
- The Contractor will transfer his spreadsheet file or files to be processed by SenSoft. His spreadsheet may reference photos, PDF page numbers or product-specific web addresses. The Contractor will also transfer individual photo and/or photo zip files referenced by his pricelist.
- SenSoft will automatically resize and rename photos as needed to comply with GSA's rules and will notify the Contractor if any photo files cannot be processed.
- Errors and data exceptions are reported to the Contractor when the file or files are processed and must be corrected by the Contractor.
- Upon successful processing, SenSoft will display the completed Price List content on its website for review and approval by the Contractor.
- Once the Contractor approves the Price List, the GSA or VA Contracting Officer will review and approve
- If the uploaded file is rejected by the Contracting Officer, the Contractor can correct the document and upload it again at no additional charge within 30 days of the rejection.
- If the Contractor provides his current SIP/EDI password, the upload's progress will be monitored until it is posted on GSA Advantage!.
- Contractors can transmit any of the GSA-supported Advantage! catalog types, and can use all of the GSA Advantage! features.

(ii) TEXT FILE UPLOADS - SELF SERVE

SenSoft will provide reasonable support by on-line and toll-free telephone help desk; website help screens; and continual email communications.

- On-line/On-demand training is provided.
- On the SenSoft Order Form Menu, the Contractor will fill in and verify his Contract and contact information which are required by GSA Advantage!.
- Errors are reported to the Contractor when the Order Form is processed and must be corrected by the Contractor.
- The Contractor will transfer a single Microsoft Word file or PDF to be processed by SenSoft. The Word file or PDF can include photos and other graphics, logos, tables, charts, links to the Contractor's website and the manufacturers' websites, and a Table of Contents with active hyperlinks to major document sections.
- The single Microsoft Word file will be converted to PDF format.
- Upon successful processing, SenSoft will display the PDF on its website for review and approval by the Contractor.
- Once the Contractor approves the PDF, the GSA or VA Contracting Officer can review and approve it.
- If the PDF is rejected, the Contractor corrects the source file, at no additional charge within 30 days of rejection.
- If the Contractor provides his current SIP/EDI password, the upload's progress will be monitored until it is posted on GSA Advantage!.
- Contractors can use all of the GSA Advantage! features.

(i) PRODUCT PRICE LIST UPLOADS - VALET SERVICE

- Contractor will provide SenSoft with a product price list in an excel file. The spreadsheet must be organized with the Contractor's product items in rows and the required GSA information in columns as formatted in accordance with the template available on SenSoft's website www.sensoft.com. The spreadsheet may reference photos, PDF page numbers or product-specific web addresses. The Contractor will also transfer individual photo and/or photo zip files referenced by his pricelist.
- On the SenSoft Order Form Menu, SenSoft will fill in and verify the Contract and contact information which are required by GSA Advantage!.
- SenSoft will enter the column letters into the SenSoft Order Form that correspond to data columns in the pricelist.
- SenSoft will automatically resize and rename photos as needed to comply with GSA's rules and will notify the Contractor if any photo files cannot be processed.
- Errors and data exceptions are reported to the Contractor when the file or files are processed and must be corrected by the Contractor.
- Upon successful processing, SenSoft will display the completed Price List content on its website for review and approval by the Contractor.
- Once the Contractor approves the Price List, the GSA or VA Contracting Officer will review and approve
 it.
- If the uploaded file is rejected by the Contracting Officer, the Contractor can correct the document and upload it again at no additional charge within 30 days of the rejection.
- If the Contractor provides his current SIP/EDI password, the upload's progress will be monitored until it is posted on GSA Advantage!.
- Contractors can transmit any of the GSA-supported Advantage! catalog types, and can use all of the GSA Advantage! features.

(ii) TEXT FILE UPLOADS - VALET SERVICE

- The Contractor will transfer a single Microsoft Word file or PDF to be processed by SenSoft. The Word file or PDF can include photos and other graphics, logos, tables, charts, links to the Contractor's website and the manufacturers' websites, and a Table of Contents with active hyperlinks to major document sections.
- On the SenSoft Order Form Menu, SenSoft will fill in and verify the Contract and contact information which are required by GSA Advantage!.
- Errors are reported to the Contractor when the Order Form is processed and must be corrected by the Contractor.
- The single Microsoft Word file will be converted to PDF format.
- Upon successful processing, SenSoft will display the PDF on its website for review and approval by the Contractor.
- Once the Contractor approves the PDF, the GSA or VA Contracting Officer can review and approve it.
- If the PDF is rejected, the Contractor corrects the source file, at no additional charge within 30 days of rejection.
- If the Contractor provides his current SIP/EDI password, the upload's progress will be monitored until it is posted on GSA Advantage!.
- Contractors can use all of the GSA Advantage! features.

SenSoft offers Catalog Preparation Services at an additional Open Market charge based on the number of hours required for the work to Contractors who have pricelists in other formats or who need assistance with their file content.

b. Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

Man. Part#	Product Category	GSA w/ IFF
Unlimited-annual-Text File- Self-Service	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Text File Upload - Unlimited Annual Subscription, Self-Service (without Valet Services)	\$122.42
Unlimited-annual-Text File- Valet	Unlimited-annual-Text File- SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Text File Upload - Unlimited Annual	
Unlimited-annual-100- ProdCat-Self-Service	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 100 Products, Self- Service (without Valet Services)	\$122.42
Unlimited-annual-100- ProdCat-Valet	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 100 Products, with Valet Services	\$235.77
Unlimited-annual-10,000- ProdCat-Self-Service	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 10,00 Products, Self- Service (without Valet Services)	\$247.10
Unlimited-annual-10,000- ProdCat-Valet	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 10,00 Products, with Valet Services	\$360.45

Website: www.sensoft.com

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Man. Part#	Product Category	GSA w/ IFF
Unlimited-annual-50,000- ProdCat-Self-Service	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 50,000 Products, Self- Service (without Valet Services)	\$371.79
Unlimited-annual-50,000- ProdCat-Valet	SERVICE - Catalog Unload Un To 50 000 Products with	
Unlimited-annual-100,000- ProdCat-Self-Service	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 100,000 Products, Self- Service (without Valet Services)	\$494.21
Unlimited-annual-100,000- ProdCat-Valet	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Catalog Upload Up To 100,000 Products, with Valet Services	\$607.56
Unlimited-annual-Add'l 100,000-ProdCat-Self-Service	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Cat Upload Each Add'l 100,000 Products, Self- Service (without Valet Services)	\$258.44
Unlimited-annual-Add'l 100,000-ProdCat-Valet	SENSOFT GSA ADVANTAGE! CATALOG UPLOAD SERVICE - Cat Upload Each Add'l 100,000 Products, with Valet Services	\$371.79

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USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

SenSoft International, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small businesses to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact:

Julie Kesterson

Phone: (703) 453-9100 Ext231 Email: jkesterson@sensoft.com

FAX: (703) 453-9111

SenSoft International, Inc. 8300 Boone Blvd., Suite 500 Vienna, VA 22182 USA www.sensoft.com

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BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)			
In the spirit of the Federal Acquagreement to further reduce the Administration (GSA) Federal S	administrative costs	s of acquiring commercial iten	
	nents, solicitations a	and the evaluation of offers. Te	osts such as: search for sources; the earning Arrangements are permitted in Regulation (FAR) 9.6.
This BPA will further decrease individual purchases from the so activity that works better and co	chedule contract. Th		ting the need for repetitive, chasing mechanism for the ordering
Signatures			
Ordering Activity	Date	Contractor	 Date

SenSoft International, Inc. Page 23 of 29

			BPA NUMBER
		· ·	OMER NAME)
			RCHASE AGREEMENT
Pursu Contr activit	actor agre	A Federal Supply Schedule Contract Nues to the following terms of a Blanket F	umber(s),Blanket Purchase Agreements, the Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering
(1) to the		ollowing contract items can be ordered ud conditions of the contract, except as no	under this BPA. All orders placed against this BPA are subject oted below:
	MOD	EL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
(2)	Delive	DPV.	
(2)	DEST	INATION	DELIVERY SCHEDULES / DATES
(3)		rdering activity estimates, but does not generated will be	guarantee, that the volume of purchases through this
(4)	This I	BPA does not obligate any funds.	
(5)	This I	BPA expires on or	rat the end of the contract period, whichever is earlier.
(6)	The fo	ollowing office(s) is hereby authorized to	o place orders under this BPA:
	OFFIC	CE	POINT OF CONTACT
(7)	Order	s will be placed against this BPA via Ele	ectronic Data Interchange (EDI), FAX, or paper.
(8)		s otherwise agreed to, all deliveries und hat must contain the following informati	erthis BPA must be accompanied by delivery tickets or sales ion as a minimum:
	(a)	Name of Contractor;	
	(b)	Contract Number;	
	(c)	BPA Number;	
	(d)	Model Number or National Stock Nu	umber (NSN);
	(e)	Purchase Order Number;	
	(f)	Date of Purchase;	
	(g) when		of Each Item (unit prices and extensions need not be shown systems; provided, that the invoice is itemized to show the

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information); and

Date of Shipment.

(h)

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(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

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BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

Federal Supply Schedule Contractors may use "Contractor Team Arrangements" (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules "Team Solution" to meet the customer's requirement.
- Customers make a best value selection.

SenSoft International, Inc. Pricelist (SINs: 132-33, 132-34, 132-52)

SIN	Manufacturer/ Supplier	MFR Part#	PRODUCT NAME/DESCRIPTION	GSA Price (with IFF of .75%)	COUNTRY OF ORIGIN
132-33	Eracent	EAM-Client	Enterprise Asset Management Client (Per Device to be Scanned. Minimum Order Quantity is 5,000)	\$67.66	US
132-34	Eracent	EAM-Client-CS	Comprehensive Support for EAM- Client	\$18.27	US
132-34	Eracent	EAM-Client-CS	Comprehensive Support for EAM- Client	\$18.27	US
132-33	Eracent	EAM-Client-DKB	Daily Knowledge Base Updates for EAM-Client	\$4.06	US
132-33	Eracent	EAM-Client-DKB	Daily Knowledge Base Updates for EAM-Client	\$4.06	US
132-33	Eracent	EAM-Client-FVU	Full Version Updates for EAM-Client	\$5.42	US
132-33	Eracent	EAM-Client-FVU	Full Version Updates for EAM-Client	\$5.42	US
132-33	Eracent	EAM-Client-SM	Standard Maintenance Support for EAM-Client	\$8.11	US
132-33	Eracent	EAM-Client-SM	Standard Maintenance Support for EAM-Client	\$8.11	US
132-33	Eracent	EAM-Client-UAT	User and Administrator Training for EAM-Client	\$4.74	US
132-33	Eracent	EAM-Client-UAT	User and Administrator Training for EAM-Client	\$4.74	US
132-33	Eracent	EAM-Server	Enterprise Asset Management Server (Per Production Installation)	\$21,157.50	US
132-34	Eracent	EAM-Server-CS	Comprehensive Support for EAM- Server	\$5,712.53	US
132-33	Eracent	EAM-Server-DKB	Daily Knowledge Base Updates for EAM-Server	\$1,269.45	US
132-33	Eracent	EAM-Server-FVU	Full Version Updates for EAM-Server	\$1,692.60	US
132-33	Eracent	EAM-Server-SM	Standard Maintenance Support for EAM-Server	\$2,538.90	US
132-33	Eracent	EAM-Server-UAT	User and Administrator Training for EAM-Server	\$1,481.03	US

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SIN	Manufacturer/ Supplier	MFR Part#	PRODUCT NAME/DESCRIPTION	GSA Price (with IFF of .75%)	COUNTRY OF ORIGIN
132-33	Eracent	EEM-1	Enterprise Entitlement Management - up to 25,000 computers	\$122,713.50	US
132-34	Eracent	EEM-1-CS	Comprehensive Support for EEM-1	\$33,132.65	US
132-33	Eracent	EEM-1-DKB	Daily Knowledge Base Updates for EEM-1	\$7,362.81	US
132-33	Eracent	EEM-1-FVU	Full Version Updates for EEM-1	\$9,817.08	US
132-33	Eracent	EEM-1-SM	Standard Maintenance Support for EEM-1	\$14,725.62	US
132-33	Eracent	EEM-1-UAT	User and Administrator Training for EEM-1	\$8,589.95	US
132-33	Eracent	EEM-2	Enterprise Entitlement Management - 25,001 - 50,000 computers	\$190,417.50	US
132-34	Eracent	EEM-2-CS	Comprehensive Support for EEM-2	\$51,412.73	US
132-33	Eracent	EEM-2-DKB	Daily Knowledge Base Updates for EEM-2	\$11,425.05	US
132-33	Eracent	EEM-2-FVU	Full Version Updates for EEM-2	\$15,233.40	US
132-33	Eracent	EEM-2-SM	Standard Maintenance Support for EEM-2	\$22,850.10	US
132-33	Eracent	EEM-2-UAT	User and Administrator Training for EEM-2	\$13,329.23	US
132-33	Eracent	EEM-3	Enterprise Entitlement Management - 50,001 - 100,000 computers	\$232,732.50	US
132-34	Eracent	EEM-3-CS	Comprehensive Support for EEM-3	\$62,837.78	US
132-33	Eracent	EEM-3-DKB	Daily Knowledge Base Updates for EEM-3	\$13,963.95	US
132-33	Eracent	EEM-3-FVU	Full Version Updates for EEM-3	\$18,618.60	US
132-33	Eracent	EEM-3-SM	Standard Maintenance Support for EEM-3	\$27,927.90	US
132-33	Eracent	EEM-3-UAT	User and Administrator Training for EEM-3	\$16,291.28	US
132-33	Eracent	ELM-1	Enterprise Lifecycle Manager - up to 25,000 computers	\$165,028.50	US
132-34	Eracent	ELM-1-CS	Comprehensive Support for ELM-1	\$44,557.70	US

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SIN	Manufacturer/ Supplier	MFR Part#	PRODUCT NAME/DESCRIPTION	GSA Price (with IFF of .75%)	COUNTRY OF ORIGIN
132-33	Eracent	ELM-1-DKB	Daily Knowledge Base Updates for ELM-1	\$9,901.71	US
132-33	Eracent	ELM-1-FVU	Full Version Updates for ELM-1	\$13,202.28	US
132-33	Eracent	ELM-1-SM	Standard Maintenance Support for ELM-1	\$19,803.42	US
132-33	Eracent	ELM-1-UAT	User and Administrator Training for ELM-1	\$11,552.00	US
132-33	Eracent	ELM-2	Enterprise Lifecycle Manager - 25,001 - 50,000 computers	\$321,594.00	US
132-34	Eracent	ELM-2-CS	Comprehensive Support for ELM-2	\$86,830.38	US
132-33	Eracent	ELM-2-DKB	Daily Knowledge Base Updates for ELM-2	\$19,295.64	US
132-33	Eracent	ELM-2-FVU	Full Version Updates for ELM-2	\$25,727.52	US
132-33	Eracent	ELM-2-SM	Standard Maintenance Support for ELM-2	\$38,591.28	US
132-33	Eracent	ELM-2-UAT	User and Administrator Training for ELM-2	\$22,511.58	US
132-33	Eracent	ELM-3	Enterprise Lifecycle Manager - 50,001 - 100,000 computers	\$418,918.50	US
132-34	Eracent	ELM-3-CS	Comprehensive Support for ELM-3	\$113,108.00	US
132-33	Eracent	ELM-3-DKB	Daily Knowledge Base Updates for ELM-3	\$25,135.11	US
132-33	Eracent	ELM-3-FVU	Full Version Updates for ELM-3	\$33,513.48	US
132-33	Eracent	ELM-3-SM	Standard Maintenance Support for ELM-3	\$50,270.22	US
132-33	Eracent	ELM-3-UAT	User and Administrator Training for ELM-3	\$29,324.30	US
132-34	Eracent	ESU-CS	Comprehensive Support for ESU	\$6.84	US
132-33	Eracent	ESUM	Enterprise Server Utilization Module (Per Server. Must be Used With EAM-Server)	\$105.79	US
132-34	Eracent	ESUM-CS	Comprehensive Support for ESUM	\$28.56	US
132-33	Eracent	ESUM-DKB	Daily Knowledge Base Updates for ESUM	\$6.35	US

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SIN	Manufacturer/ Supplier	MFR Part#	PRODUCT NAME/DESCRIPTION	GSA Price (with IFF of .75%)	COUNTRY OF ORIGIN
132-33	Eracent	ESUM-FVU	Full Version Updates for ESUM	\$8.46	US
132-33	Eracent	ESUM-SM	Standard Maintenance Support for ESUM	\$12.69	US
132-33	Eracent	ESUM-UAT	User and Administrator Training for ESUM	\$7.41	US
132-34	Eracent	OSS-OneDay	On-site Support (Per Day)	\$2,369.64	US